

EDWARD G. SCHLOSS | CA Bar No. 102858  
LIOR KATZ | CA Bar No. 284559  
3637 Motor Avenue, Suite 220  
Los Angeles, California 90034  
Tel: (310) 733-4488; Fax: (310) 836-4888  
B23694/lk

Attorney for Movant  
GUILD MORTGAGE COMPANY

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re ) Bk. No. 11-70592-RLE  
)  
) R.S. No. EGS-105  
ALVIN RIVERA SANGCO and )  
DINA ALMUETE-SANGCO, ) Chapter 13  
)  
Debtors. ) NOTICE THAT STAY IS TERMINATED  
) WITH RESPECT TO MOVANT'S  
) INTEREST IN DEBTORS' REAL  
) PROPERTY LOCATED AT **400 ROTH**  
) **LANE, ALAMEDA, CA 94501**  
)  
) Hearing:  
) Date : February 27, 2013  
) Time : 1:30 p.m.  
) Place: United States Bankruptcy Court  
) 130 Clay Street  
) Courtroom 201  
) Oakland, CA  
)  
) Honorable Roger L. Efremsky

DECLARATION OF EDWARD G. SCHLOSS

I, EDWARD G. SCHLOSS, declare and state:

1. As to the following facts, I know them to be true of my own personal knowledge, and if called upon to testify in this action, I could and would testify competently to the following facts personally known by me to be true.

2. I am the attorney of record for Movant, Guild Mortgage Company, holder of the first deed of trust secured by the subject real property located at **400 Roth Lane, Alameda, CA 94501** ("subject property").

1           3. On February 15, 2013, this court entered an Order on Stipulation Re: Adequate  
2 Protection and Modification of the Automatic Stay ("APO") (docket item #46), a copy of which  
3 is attached hereto as **Exhibit "A"**.

4           4. Pursuant to the APO, Debtors were to maintain regular monthly post-petition payments  
5 in the amount of **\$1,806.26** to Movant in a timely manner commencing with the **March 1, 2013**  
6 post-petition mortgage payment. The monthly mortgage payment has *now* increased to **\$1,865.47**  
7 pursuant to the terms of the original Note. Debtors were *also* ordered to make monthly additional  
8 installment payments of **\$611.20** *each* commencing on March 15, 2013 and continuing thereafter  
9 on the 15<sup>th</sup> day of each month, for a period of eleven (11) months, to cure the remaining  
10 **\$6,723.17** in *post-petition* arrears that were due at the time of the entry of the Order Approving  
11 Stipulation.

12           5. On June 14, 2014, Movant filed its Ten (10) Day Declaration Re: Breach of February  
13 15, 2013 Order on Stipulation Re: Adequate Protection (**Exhibit "B"**) ("Ten Day Notice  
14 Declaration"), which outlined that Debtors owed to Movant the sum of **\$6,493.55** through June  
15 11, 2014. Said default of \$6,493.55 includes three (3) *post-petition* monthly mortgage payments  
16 for **April 2014, May 2014, and June 2014** in the amount of **\$1,865.47** *each*, three (3) late  
17 charges of **\$61.98** *each* for the months of the **March 2014, April 2014, and May 2014**, one (1)  
18 installment payment of **\$611.20**, and **\$100.00** for filing the Ten Day Notice Declaration.

19           6. On June 14, 2014, said Ten Day Notice Declaration was served on Debtors at their  
20 address listed on the docket, Debtors' Counsel by NEF, the Chapter 13 Trustee, Martha G.  
21 Bronitski, by NEF, and the U.S. Trustee by NEF.

22           7. I was informed by Movant Guild Mortgage Company that the breach set forth in the  
23 Ten Day Notice Declaration has not yet been cured and that Debtors did not make a single post-  
24 petition monthly mortgage payment to Movant since Ten Day Notice Declaration was filed.

25           8. As of the date of this Declaration, more than ten (10) days have passed since Movant  
26 had filed and served the Ten Day Notice Declaration; however, Debtors failed to cure the breach  
27 set forth in the Ten Day Notice Declaration.

28           9. Due to Debtors' failure to timely cure their post-petition default in breach of said

1 APO, and pursuant to Page 3, lines 13 to 24 of the APO, the automatic stay has been terminated  
2 without further notice, hearing or court order required as to Movant in the instant proceeding.  
3 Accordingly, Movant shall pursue its remedies pursuant to its note and deed of trust under state  
4 law.

5 13. Page 3, lines 25 to 27 of the APO provide that if Movant obtains relief from stay  
6 based on Debtors' default, the fourteen (14) day stay is waived.

7 I declare under penalty of perjury under the laws of the State of California, that the  
8 foregoing is true and correct.

9 Executed this 25th day of June , 2014, at Los Angeles, California.

10  
11 /s/ Edward G. Schloss  
EDWARD G. SCHLOSS

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1 PROOF OF SERVICE

2 I, REYNALDO DEL PILAR, certify that:

3 I am a resident of Los Angeles County, I am over the age of 18 and not a party to the  
4 within action; my business address is 3637 Motor Avenue, Suite 220, Los Angeles, California  
5 90034.

6 On June 25, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary  
7 proceeding and determined that the following person(s) are on the Electronic Mail Notice List to  
8 receive NEF transmission, and the foregoing documents, NOTICE THAT STAY IS  
9 TERMINATED WITH RESPECT TO MOVANT'S INTEREST IN DEBTORS' REAL  
10 PROPERTY LOCATED AT **400 ROTH LANE, ALAMEDA, CA 94501**, will be served by  
11 NEF at the email addresses stated below:

12 Martha G. Bronitsky 13trustee@oak13.com  
13 Patrick L. Forte pat@patforte.com  
14 Office of the U.S. Trustee/Oak USTPRegion17.OA.ECF@usdoj.gov,  
ltroxas@hotmail.com

15 On June 25, 2014, I served copies of the within foregoing document on interested  
16 parties in this proceeding by placing true and correct copies thereof enclosed in a sealed  
17 envelope with postage pre-paid in the United States Mail at Los Angeles, California addressed as  
18 follows:

19 DEBTORS:  
20 ALVIN RIVERA SANGCO  
21 DINA ALMUETE LOVE-SANGCO  
22 400 ROTH LANE  
23 ALAMEDA, CA 94501

24 I declare that I am employed in the office of a member of the bar at whose direction the  
25 service was made.

26 I certify under penalty of perjury that the foregoing is true and correct.

27 Executed on June 25, 2014 at Los Angeles, California.

28 /s/ Reynaldo Del Pilar  
REYNALDO DEL PILAR

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